

EXHIBT "B" - House Officer Contract

HOUSE OFFICER CONTRACT

This contract made and entered into by and between THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER ("UMMC"), and Joseph Edward Papin, M.D. ("Physician");

WITNESSETH:

I. UMMC does hereby contract with and accept Physician as a postgraduate House Staff Officer at UMMC, Jackson, Mississippi (and/or at departmental facilities, clinics, hospitals thereunder) for the period beginning June 28, 2016 and ending June 30, 2017 at an annualized sum of \$47,738.00, starting at the corresponding pay periods for the months of June through June, inclusive; provided, however, if and when during the period specified above, Physician serves at another hospital or institution with the specified concurrence and approval of UMMC, then, said other hospital or institution may be responsible for the direct payment to Physician for the services rendered and the time served and a pro-rata deduction may be made by UMMC from the amount to be paid as specified above; provided also, that if Physician is appointed and serves as Chief Administrative Resident by UMMC, then Physician's pay shall be increased for the period so served in accordance with rates established for such service; and provided finally, that if Physician commences employment after the first of a calendar month, the first and last months' salary shall be pro-rated to reflect the actual number of days of work. Promotions occurring during the academic year will be recognized.

II. UMMC agrees further that:

1. It will provide an educational program for postgraduate training in keeping with established standards; reference to the UMMC House Staff Manual is hereby made for UMMC's obligations as to responsibilities of Physician, conditions under which living quarters and meals are provided, leave, and duty hours.
2. It will administer Physician's training program in accordance with the policies, rules and regulations of the Board of Trustees of Institutions of Higher Learning and the University of Mississippi.
3. At the time of termination of Physician's participation in an academic training program, UMMC will issue an appropriate record for all time satisfactorily completed.
4. Physician shall not be required to perform duties other than those related to the residency program.
5. Physician shall have all benefits of University employees and be protected from sexual harassment, as designated in the Handbook for Employees.
6. Disciplinary matters and grievances are primarily handled with the individual residency programs. Physician shall have the right of appeal as stated in the Handbook for Employees for matters related to employment, and general conduct; and shall have the right of appeal to the Graduate Medical Education Committee for all academic and medical matters.
7. Physician is covered for professional liability pursuant to the Mississippi Tort Claims Act for all duties related to official program rotations.
8. Physician shall have access to appropriate and confidential counseling, medical and psychological services.
9. Physician will be provided the following: (a) an educational program regarding physician impairment, including substance abuse; (b) white coats and scrub suits (laundry is provided at the discretion of the departments); (c) employee discounts in the hospital dining room; and (d) support space for on-call activities, execution of patient care, educational endeavors and research efforts.

III. Physician agrees further that:

1. Physician will serve during the entire period stated above, will fulfill the educational requirements for the program, and accepts the obligation to use best efforts to provide safe and effective patient care.

2. Physician will comply with laws, regulations, and requirements of the State of Mississippi, as to the practice of medicine and all laws, regulations and policies governing said UMMC, including UMMC Hospital Medical Staff bylaws, including, but not limited to, application for and maintenance of the appropriate license for the practice of medicine from the Mississippi State Board of Medical Licensure. Physician understands that regardless of the commencement date of this contract, Physician will not be permitted to commence employment until such time as Physician has been granted the appropriate medical license aforesaid.

3. Physician will consider the stated stipend and the experience and instructions received as sole compensation from University Hospital or affiliated institutions for all training program related activities and will not personally accept fees in any form for patients treated or seen as part of the prescribed training program.

4. Physician acknowledges that in Mississippi, it is illegal for residents with temporary or limited institutional medical licenses to engage in moonlighting for which unrestricted medical license is required. Further, Physician accepts and acknowledges that UMMC discourages moonlighting because such activity tends to interfere with the educational process and health of the physician-in-training.

IV. Both parties further agree that:

1. In accordance with the Mississippi Constitution (Article B, Section 213-A), UMMC is empowered to terminate this contract at any time for malfeasance, inefficiency or contumacious conduct by Physician.

2. Physician hereby accepts the employment herein above specified upon the terms and conditions herein stated.

3. Special clause for early contracts in advance of legislative appropriations and approval by the Board of Trustees, Institutions of Higher Learning: Contracts for house staff positions signed in advance of usual budgetary and approval processes are contingent upon subsequent legislative appropriations and Board of Trustees approval. These advance contracts reflect stipend rates which will be adjusted if and when new rates become effective.

4. UMMC reserves the right to terminate this contract and/or decrease the salary specified at any time by giving one month's notice to Physician in the event a state of financial exigency is declared by the Board of Trustees. Physician, when resigning voluntarily, shall give one month's notice in writing to UMMC.

5. Reappointment for additional years of training shall be based upon evaluation of the Physician's performance and availability of positions. If Physician does not commence the training program upon the first day of the regular academic year of UMMC, viz., July 1, and Physician does not exhibit sufficient competency to advance to the following year of residency, then UMMC may terminate this contract at the end of the academic year of the training program even if this contract states a later termination date. UMMC shall give Physician at least four (4) months written notice of an intent not to reappoint Physician to the next year of training, unless the event or events giving rise to such non-reappointment occur during the last four months of the academic year, in which case UMMC shall give Physician as much notice of non-reappointment as is reasonably allowable.

UMMC:

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

By: Lou Ann Woodward
Vice Chancellor for Health Affairs
for the Board of Trustees, Institutions of Higher Learning

Date: 6/28/16

By: S. Lee
Associate Dean for Graduate Medical Education

Date: 6/28/16

Physician:

Joseph Papin
House Officer Signature

Date: 6/20/16

Attachment 3

January 10, 2017

Re: Joe Papin MD

Joe,

Concerns have been raised about your performance in several competency domains. Many of these relate to professionalism and systems based practice issues and raise concerns for patient safety. On several rotations now, in various environments to include ICU, trauma, CT surgery floor and transplant. Through each of these environments common themes through evaluations and comments have been consistent. These include concerns with:

- 1) Lying and being untruthful about patient care.
- 2) Leaving the hospital during duty hours (to exercise) – dereliction of duty
- 3) Unwillingness to help with tasks
- 4) Condescending tone to nurses and fellow residents
- 5) Poor inter-professional communication

These concerns are reflected in your Milestones as determined by the CCC with critical deficiencies in SBP1, SBP2, PBLI3, and PROF1.

On Tuesday, December 20, 2016 we met (with Renee Greene present) and discussed these issues. This is in addition to several other meetings (including but not limited to semiannual review, feedback from senior residents, and a meeting in late November you and I had outside OR 16). You were told that significant improvement in these areas must be demonstrated in the very near future or we would have to implement formal remediation. Based on feedback received (see attached documents) after our December 20, 2016 meeting it is evident that no improvement has been made and, most concerning, that we may have serious issues with truthfulness. Therefore, as we discussed, you are now on formal remediation and have 60 days from today January 10, 2017 to show significant improvement in the areas and competency domains mentioned above. Significant improvement means:

- 1) zero confirmed or highly suspicious reports of lying
- 2) zero episodes of dereliction of duty
- 3) improvement in evaluations mapped to the competencies of SBP, PBLI and PROF, and the majority of all evaluation questions be >3 (as expected).
- 4) Zero reports of unwillingness to complete a task unless concerns over patient safety are raised

Additional requirements:

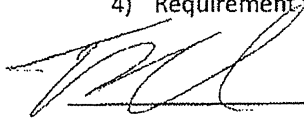
- 1) Development and submission of a Personal Study and Action Plan by Jan 17, 2017
- 2) Bimonthly meetings with the PD to discuss progress and review feedback.

Available resources, if desired:


- 1) Meet with Senior Associate Dean for GME
- 2) Meet with office of Academic Development

Many of the above behaviors are serious threats to patient safety and therefore grounds for immediate action. If the improvements required above as determined by the PD are not met within the 60 day remediation period OR any event that seriously threatens patient safety occurs during the remediation period, then any of the following may be implemented, again, at the discretion of the program director:

- 1) Referral to HR and GME Office for immediate termination for safety infractions deemed egregious by the PD.
- 2) Non-renewal of contract
- 3) Placement on formal probation
- 4) Requirement to repeat year of training



Program Director Date 1/10/17



Resident Date 1/10/17


Resident Performance Profile

Papin, Joe	Year 1 1st Half	Year 1 2nd Half	Year 2 1st Half	Year 2 2nd Half	Year 3 1st Half	Year 3 2nd Half	Year 4 1st Half	Year 4 2nd Half	Year 5 1st Half	Year 5 2nd Half
MILESTONES:										
PATIENT CARE - PC1	1.00									
Evaluations (Q1)	2.90									
PATIENT CARE - PC2	0.50									
Evaluations (Q1)	2.90									
PATIENT CARE - PC3	0.50									
Evaluations (Q4)	3.00									
MEDICAL KNOWLEDGE - MK1	1.00									
Evaluations (Q1)	2.90									
ABSITE	N/A									
Mock Orals										
	1.00									
MEDICAL KNOWLEDGE - MK2										
Evaluations (Q4)	3.00									
ABSITE	N/A									
Mock Orals										
SYSTEMS-BASED PRACTICE - SBP1	CD									
Evaluations (Q6)	2.90									
SYSTEMS-BASED PRACTICE - SBP2	CD									
Evaluations (Q7)	2.80									
QI/PS Project	Y									
PRACTICE-BASED LEARNING & IMPROVEMENT - PBL11	NYA									
Evaluations (Q8)	2.90									
Case Presentation/Grand Rounds Presentation										
PRACTICE-BASED LEARNING & IMPROVEMENT - PBL12	0.50									
Evaluations (Q9)	3.20									
SIM Lab (Y or N)	N									
PRACTICE-BASED LEARNING & IMPROVEMENT - PBL13	CD									
Evaluations (Q7)	2.80									
QI/PS Project	Y									
PROFESSIONALISM - PROF1	CD									
Evaluations (Q2)	2.70									
Patient Evaluation (Q ??)										
PROFESSIONALISM - PROF2	0.50									
Self Evaluation Completed (Y or N)	Y									
Self Awareness										
Work/Life Balance										
PROFESSIONALISM - PROF3	0.50									
Evaluations (Q10)	2.70									
Duty Hours Compliance										
HealthStream Modules Compliance (Y=Up to date)	Y									
CITI Completed (Y or N)	Y									
Completion of Evals > 75% (Y or N)	Y									
Case Logs UTD (Y or N)	N									
INTERPERSONAL & COMMUNICATION SKILLS (ICS1)	CD									
Evaluations (Q3)	3.10									
Patient Evaluation (Q ??)										

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Communication & Professionalism concerns.
Ownership of tasks. Communicate concerns.
Must treat nurses & allied health
staff with respect. Do not
be arrogant.

11/29/16

nt,

 11/29/16

Joe Papin - Semi Annual

{ Out in
file in big
file cabinet }

What kind of leader do you want to be?

Wants to directive feedback

Never asked when he didn't help...

Hierarchy -

trust, respect, Must be earned -
hard to earn; easy to break

Quit, Around, do what needs to be done
only road out

Understand feedback -
employee & student

Plan → ^{Joe -} "fly under radar -
low maint
owning it
not passing on to students"

Significant headway in lemos.
+ & concerns abt prof interactions.